Equal Opportunity Schools Memorandum of Understanding

Last year, Columbia Public Schools and Equal Opportunity Schools (EOS) entered into a memorandum of understanding (MOU) to close the participation gap of students taking Advanced Placement classes. The goal is to create an equitable Advanced Placement program for all students, with a focus on underrepresented populations, such as Latino, African-American, and low-income students. Under the 2012-13 MOU, EOS provided CPS with its full suite of services and support. The intent of the current MOU is for EOS to provide CPS with limited support and tools during the 2013-14 school year so that CPS can develop its capacity to create and maintain equitable Advanced Placement programs going forward without assistance from EOS.

Memorandum of Understanding
(Year-2 MOU)

Between

Columbia Public Schools

&

EQUAL OPPORTUNITY SCHOOLS

COLLABORATING PARTIES

Equal Opportunity Schools (EOS)

- Our mission is to ensure that all students have the opportunity to succeed in challenging high school courses[1]. We focus on challenging high school courses because the academic intensity of the high school curriculum is the biggest driver of college completion[2].
- We are experts in helping school leaders find and upgrade students who could benefit from Advanced Placement or International Baccalaureate courses ("AP/IB"), but are not yet enrolled in AP/IB for reasons related to race or socioeconomics ("Missing Students").

Columbia Public Schools (the "District") is committed to improving the quality of educational opportunity and achievement for its students and in collaboration with EOS has made significant progress in finding Missing Students in prior school years.

COLLABORATION OBJECTIVES AND RECITALS

The District and EOS previously entered into a Memorandum of Understanding on 25/Sept/2012 ("Year-1 MOU"). The purpose of the Year-1 MOU was to find Missing Students and in so doing, create an equitable AP/IB program as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers. Under the Year-1 MOU EOS deployed its complete program model and provided the District with its full suite of services. The services and level of engagement under the Memorandum of Understanding ("MOU") herein, dated Summer 2013, are much more limited in scope. The intent of the MOU herein is for EOS to provide the District with limited support and tools, as outlined in the Collaboration Overview, so that the District can develop its capacity to create and maintain equitable AP/IB programs going forward without assistance from EOS.

COLLABORATION TERM

In consideration of the mutual objectives set forth above, the Collaborators agree to formalize this collaboration ("Collaboration") and to pursue these objectives in the manner set forth in the following pages beginning on August 1, 2013 and ending on July 31, 2014.

[1] Although "challenging" can be defined in a variety of ways, we focus on Advanced Placement (AP) and International Baccalaureate (IB) courses (sometimes referred to as "college-ready courses"), which provide a clear and common measurable standard, aligned with college.
[2] Adelman 2006

COLLABORATION OVERVIEW

EOS Responsibilities to the District:

1. Consultation availability all year via phone/email
2. One on-site visit during the fall to discuss the success of the teacher and student support plans, the new courses offered and the student enrollment data, and to field any questions/challenges/opportunities that district leaders are experiencing
3. First quarter and semester AP/IB data analysis and follow-up call to ensure that "found" students and their peers are performing well
4. Third quarter site visitation for teacher, student, central office interviews to help collect and codify system learnings in preparation for (5)
5. End-of-the-year assistance in preparing the Board report to include celebration of AP/IB success data, and ongoing plans to build on that success
6. In addition to the above, EOS will transfer certain analytical tools and/or templates to the District and help the District develop its ability to use them. Such tools shall be limited to templates for using district academic and survey data to generate "gaps charts" and student and faculty lists. This agreement does not contemplate providing the District with SQL database code or training to develop such code.
7. Delivery of a Year-2 version of an EOS Dynamics Report detailing causes and magnitudes of AP/IB enrollment gaps in 13/14 school year versus 12/13 school year

EOS Responsibilities to each high school listed under Costs & Payments:

1. Consultation availability all year via phone/email
2. Provide charts of AP/IB enrollment gaps across demographic subgroups
3. Assist with the administration of student and faculty surveys
4. Provide modified student lists for AP/IB recruitment
5. Provide Student-at-a-Glance documents for individual students as needed
6. Provide faculty champions lists

EOS'S RESPONSIBILITIES ABOVE MAY BE PERFORMED BY THE FOLLOWING INDIVIDUALS:

Partnership Director

- ✓ Advanced degree in a related field
- ✓ Substantial school/district leadership/coaching experience
- ✓ Highest levels of experience with AP/IB gaps-closed schools/strategies

Partnership Analyst

- ✓ Masters (or greater) equivalency analytical background
- ✓ Highest levels of experience with AP/IB gaps-closed schools/strategies

COSTS & PAYMENTS

In consideration of EOS's performance, the District shall pay EOS as follows:

Participating High Schools & District	Costs
Hickman High School	$3,000
Battle High School	$3,000
Rock Bridge High School	$3,000
District Fee	$6,000
Total Due[3] to Equal Opportunity Schools in 2013-14	$15,000

SUPPLEMENTARY AGREEMENTS

1. Prior Agreements

The obligations set forth in this MOU are independent of the rights and obligations of the Year-1 MOU. This MOU is entered into solely for the purposes of the services described herein and is not intended to impact the prior Year-1 MOU in anyway.

2. Working together

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive:

EOS shall provide the District:

a) On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
b) High-quality EOS staff who effectively enable schools to achieve Collaboration Objectives.
c) Confidential treatment of personally identifiable student and parent information, as set forth in Exhibit A below.

The District shall provide EOS:

a) Full and willing participation from all participating school sites and the District in analyzing data and engaging the school staff in finding all Missing Students.
b) Access as needed to the District's data liaison for joint inquiry and analysis.
c) Coordination and administration of student and faculty surveys before the Thanksgiving holiday.
d) Timely payment of fees.

[3] Fifty percent by September 1, 2013, and the remaining 50% by January 15, 2014.

3. Limitation of Liability

EOS DOES NOT MAKE ANY EXPRESS WARRANTIES AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL EOS BE LIABLE FOR, AND THE DISTRICT HEREBY WAIVES ITS RIGHT TO PURSUE, ANY SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT OR OTHERWISE, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS'S PERFORMANCE OF THIS MEMORANDUM OF UNDERSTANDING. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS MEMORANDUM OF UNDERSTANDING.

4. Student Confidentiality

The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit A below with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are in Exhibit A.

5. Insurance

EOS shall maintain insurance in accordance with Exhibit B.

SIGNATURES

The signatures below, by the authorized representative of each Collaborator, signify the Collaborators' agreement and commitment to the terms of the Collaboration as outlined in this Memorandum of Understanding including the Exhibits herein.

For Columbia Public Schools	For Equal Opportunity Schools
_____	_____
Superintendent	Executive Director
_____	_____
Date	Date
_____	
Address	
_____	
City State Zip	

EXHIBIT A – Confidential Information

Definition

For purposes of this Memorandum of Understanding, the term "Confidential Information" shall mean any and all personally identifiable student or parent information from District education records provided by District to EOS, in any medium.

Acknowledgment of Applicable Law

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99, and may also be subject to state law student confidentiality provisions. The Collaborators shall not engage in any behavior contrary to any such laws.

EOS' Permitted Usage of Confidential Information

EOS shall use Confidential Information solely for the purposes set forth in this Memorandum of Understanding. EOS will perform all work under this Memorandum of Understanding in a manner that does not permit personal identification of any individual student or parent by anyone other than (a) District personnel and (b) EOS personnel performing services contemplated by this Memorandum of Understanding.

Restrictions upon EOS' Disclosure of Confidential Information

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Memorandum of Understanding and (b) have agreed to be bound by EOS' non-disclosure agreement. Except as permitted by FERPA, EOS and its employees, contractors and other agents with access to Confidential Information shall not disclose any of the District's Confidential Information to any third party.

Maintenance of Confidentiality

EOS shall exercise due care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure and shall take all reasonable steps necessary to establish safeguards that are consistent with all applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA. Publication of any information compiled by EOS under this Memorandum of Understanding (other than to the District or its personnel in accordance with this Memorandum of Understanding) shall be in a manner that does not permit identification, directly or indirectly, of individual students or parents.

Destruction of Confidential Information

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records when that information is no longer needed for any purpose contemplated by this Memorandum of Understanding.

EXHIBIT B – Insurance (see next page)

OP ID: SR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/22/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sprague Israel Giles
1501 Fourth Avenue, Suite 730
Seattle, WA 98101-3225
Cheryl Stroh

Phone: 206-623-7035
Fax: 206-682-4993

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: EQUAL-1

INSURED
Equal Opportunity Schools
999 N. Northlake Way, Ste 268
Seattle, WA 98103

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins.	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PHPK986976	03/22/13	03/22/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK986976	03/22/13	03/22/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PHPK986976 WA STOP GAP	03/22/13	03/22/14	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE ONLY

CERTIFICATE HOLDER

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD